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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

**Gilberto Castro Nieves,
Lilia M. Muñoz Vinuela,**

Debtors

CASE NO: **10-01579 ESL**

CHAPTER: **13**

Banco Popular de Puerto Rico,
Movant,

Gilberto Castro Nieves,
Lilia M. Munoz Vinuela,
Debtors-Respondents,

Alejandro Oliveras Rivera,
Trustee.

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **Banco Popular de Puerto Rico**, hereinafter referred to as
"BPPR", by the undersigned attorney, and very respectfully alleges and prays:

1. Gilberto Castro Nieves and Lilia M. Muñoz Vinuela hereinafter will be referred to
as **"the debtors"**.

2. BPPR, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.

3. The pertinent part of section 362 states that:

(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property ; and
 - B) Such property is not necessary to an effective reorganization;

4. BPPR is the holder in due course of a mortgage note in the principal sum of **\$70,000.00** bearing interest at **7.50%** per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public **Alys M. Collazo Bougeois** on **October 23, 2006**, deed number **498** ("the mortgage"). Attached hereto as **Exhibit 1** is a copy of the note and as **Exhibit 2** a copy of a title search that evidences BPPR's secured status.

5. The debtors' payment plan requires that the debtors make monthly regular post petition payments directly to BPPR. However, the plan has not been confirmed.

VO

6. The debtors has not made the monthly installments due to having incurred in a total of 4 post-petition installments in arrears to BPPR amounting to \$2,369.41 plus \$550.00 in legal fees for the total amount of \$2,919.41. See **Exhibit 3** attached hereto and made part hereof for an itemized statement of the arrearage.
7. The debtors' failure to make payments due under the mortgage note, results in the debtors' material default with the terms of the note.
8. BPPR has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtors have failed to make post petition payments as called for under the terms of the note. Consequently, "cause" exists to lift the automatic stay.
9. In view of the foregoing BPPR respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.
10. Attached hereto as **Exhibit 4** is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

WHEREFORE, BPPR respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to BPPR and authorizing BPPR to


proceed with the foreclosure of the mortgage against the property of the debtors,
with such further relief as is just and proper.

RESPECTFULLY SUBMITTED

I **HEREBY CERTIFY** that this 16 day of June, 2010 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: **the Trustee Alejandro Oliveras Rivera** and **to the debtors' attorney, José L. Jiménez Quinónes.**

Martínez & Torres Law Offices
P.O. Box 192938 San Juan, PR 00919-2938
Tel. (787) 767-8244 & Fax (787) 767-1183

s/ Vanessa M. Torres Quiñones
By: Vanessa M Torres Quiñones
USDC -PR 217401
vtorres@martineztorreslaw.com

STATEMENT OF ACCOUNT					
DEBTOR:		GILBERTO CASTRO NIEVES		BPPR NUM:	
BANKRUPTCY NUM:		10-01579ESL		FILING DATE: 02/28/10	
SECURED LIEN ON REAL PROPERTY					
Principal Balance as of 09/01/08					68,838.10
Accrued Interest from 08/01/08 to 06/30/10					9,881.14
Interest:	7.500%	Accrued num. of days:	689	Per Diem:	14.341271
Monthly payment to escrow					
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00
A&H	\$0.00	Life	\$0.00		
Total montly escrow		\$0.00	Months in arrears	22	Escrow in arrears
					0.00
					560.81
Advances Under Loan Contract:					
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00
					1,495.00
Other	\$1,450.00				
Legal Fees:					300.00
Total amount owed as of 06/30/10					81,075.05
AMOUNT IN ARREARS					
PRE-PETITION AMOUNT:					
18	payments of	\$574.00	each one		
					10,332.00
accumulated lated charges					487.40
Advances Under Loan Contract:					
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00
					1,495.00
Other	\$1,450.00				
Legal Fees					300.00
A = TOTAL PRE-PETITION AMOUNT					12,614.40
POST-PETITION AMOUNT:					
4	payments of	\$574.00	each one		
					2,296.00
Late Charge					73.41
B = TOTAL POST-PETITION AMOUNT					2,369.41
A + B = TOTAL AMOUNT IN ARREARS					14,983.81
OTHER INFORMATION					
Next pymt due	09/01/08	Interest rate	7.500%	P & I	\$489.45
		Monthly late charge \$24.47			
Investor	BANCO POPULAR DE PUERTO RICO		Property address		
		MONTEMAR APTS 1545-446 PONCE, P. R.			
<p>The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.</p>					
 BANCO POPULAR DE PUERTO RICO					06/04/10 DATE

NOTE
PAGARÉ

869951-5

October 23, 2006
DATE
Fecha

Ponce
CITY
Ciudad

Puerto Rico
STATE/U.S. TERRITORY
Estado/Territorio U. S.

PROPERTY ADDRESS: 1545-446, MONTEMAR APARTMENTS, PONCE PR 00731

Dirección de la Propiedad: 1545-446, MONTEMAR APARTMENTS, PONCE PR 00731

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$70,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is POPULAR MORTGAGE, INC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

1. PROMESA DEL DEUDOR DE PAGAR

A cambio de un préstamo que he recibido, prometo pagar U.S. \$70,000.00 (esta cantidad se llamará "Principal"), más intereses a la orden del Prestador. El Prestador es POPULAR MORTGAGE, INC. Haré todos los pagos bajo este Pagaré en efectivo, con cheque o giro.

Entiendo que el Prestador puede traspasar este Pagaré. Se llamará el "Tenedor del Pagaré" al Prestador y a cualquiera a quien se traspase este Pagaré y tenga derecho a recibir pagos bajo el mismo.

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of $7\frac{1}{2}\%$.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

2. INTERESES

Se cargarán intereses sobre el principal adeudado, hasta que se salde la suma total del Principal. Pagaré intereses a la tasa anual de $7\frac{1}{2}\%$.

La tasa de interés impuesta en esta Sección 2 es la tasa que pagaré tanto antes como después de cualquier incumplimiento descrito en la Sección 6(B) de este Pagaré.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month, beginning on December, 2006.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on November 1st, 2036 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make monthly payments at POPULAR MORTGAGE, INC., or at a different place if required by the Note Holder.

3. PAGOS

(A) Tiempo y Lugar de los Pagos

Pagaré el principal y los intereses haciendo un pago cada mes.

Haré mis pagos mensuales el día primero de cada mes, comenzando en diciembre, 2006.

Haré estos pagos cada mes hasta que haya pagado todo el principal y los intereses, y cualesquiera otros cargos aquí establecidos que pueda adeudar bajo este Pagaré. Cada pago mensual se aplicará conforme su fecha de vencimiento, y será aplicado a intereses antes que al Principal. Si a noviembre 1ro. 2036 aún adeudo sumas bajo este Pagaré, pagaré dichas sumas en su totalidad en esa fecha, la cual se llamará "Fecha de Vencimiento".

Haré mis pagos mensuales en POPULAR MORTGAGE, INC., o en un lugar distinto si lo requiere el Tenedor del Pagaré.

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$489.45.

(B) Cantidad de los Pagos Mensuales

Mis pagos mensuales serán por la cantidad de U.S. \$489.45.

4. **BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

4. **EL DERECHO DEL DEUDOR A PAGAR ANTICIPADO**

Tengo el derecho de hacer pagos al Principal en cualquier momento antes de que vengan. Un pago al Principal solamente se conoce como un "Pago Anticipado". Cuando haga un Pago Anticipado, le diré al Tenedor del Pagaré por escrito que lo estoy haciendo. No puedo identificar un pago como Pago Anticipado si no estoy al día en mis pagos mensuales bajo el Pagaré.

Podré hacer un Pago Anticipado completo o Pagos Anticipados parciales sin pagar un cargo por Pago Anticipado. El Tenedor del Pagaré usará mis Pagos Anticipados para reducir el balance de Principal que adeude bajo este Pagaré. No obstante, el Tenedor del Pagaré podrá aplicar mi Pago Anticipado al pago de intereses acumulados vencidos antes de aplicar mi Pago Anticipado para reducir la suma Principal del Pagaré. Si hago un Pago Anticipado parcial, no habrá cambios en la fecha de vencimiento o en la cuantía de mi pago mensual, a menos que el Tenedor del Pagaré acuerde por escrito dichos cambios.

5. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces the Principal, the reduction will be treated as a partial Prepayment.

5. **CARGOS DEL PRÉSTAMO**

Si una ley que aplique a este préstamo y que fije un máximo a los cargos impuestos es interpretada en forma final al efecto que los intereses u otros cargos cobrados o por ser cobrados a tenor con este préstamo excediesen los límites permitidos, entonces (a) cualquier tal cargo se ajustará por la cantidad necesaria para reducir el cargo al límite permitido; y (b) me será reembolsada cualquier suma ya pagada por mí que exceda los límites permitidos. El Tenedor del Pagaré podrá escoger entre aplicar este reembolso para reducir el Principal que adeude bajo este Pagaré, o hacerme un pago directo. Si un reembolso reduce el Principal, el reembolso se tratará como un Pago Anticipado parcial.

6. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 _____ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

6. **INCUMPLIMIENTO DEL DEUDOR DE PAGAR SEGÚN REQUERIDO**

(A) **Cargos por Demora por Pagos Vencidos**

Si el Tenedor del Pagaré no ha recibido la cantidad total de cualquier pago mensual pasados 15 días calendario de su fecha de vencimiento, le pagaré un cargo por demora. El cargo será 5 % del pago vencido de principal e intereses. Pagaré este cargo por demora prontamente, pero solamente una vez por cada pago tardío.

(B) **Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(B) **Incumplimiento**

Incurriré en incumplimiento si no pago la cantidad total de cada pago mensual a la fecha de su vencimiento.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least thirty (30) days after the date on which the notice is mailed to me or delivered by other means.

(C) Aviso de Incumplimiento

Si incurro en incumplimiento, el Tenedor del Pagaré podrá enviarme aviso escrito diciéndome que si no pago la cantidad vencida para cierta fecha, podrá requerirme saldo inmediato de la suma total del Principal que no ha sido pagado, más todos los intereses que adeude sobre esta suma. Esa fecha tiene que ser por lo menos treinta (30) días después de la fecha en que me sea enviado el aviso por correo, o entregado por cualquier otro medio.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) No Renuncia por el Tenedor del Pagaré

Aun cuando a la fecha en que incurro en incumplimiento el Tenedor del Pagaré no me requiera que pague la totalidad inmediatamente, según expresado anteriormente, el Tenedor del Pagaré tendrá derecho a hacerlo si vuelvo a incurrir en incumplimiento en un fecha posterior.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has notified me that I am required to pay immediately in full as described above, or the Note Holder seeks judicial collection or collection in a bankruptcy proceeding, the Note Holder shall be entitled to collect its costs and expenses to enforce this Note (including, but not limited to, attorneys' fees), which are fixed at the agreed and liquidated amount of ten percent (10%) of the original Principal amount.

(E) Pago de Costas y Gastos del Tenedor del Pagaré

Si el Tenedor del Pagaré me ha notificado que tengo la obligación de pagar la totalidad inmediatamente, según se establece anteriormente, o el Tenedor del Pagaré radica cobro judicial o cobro en un procedimiento de quiebra, el Tenedor del Pagaré tendrá derecho a cobrar sus costas y gastos para hacer valer este Pagaré (incluyendo, pero sin limitarse a, honorarios de abogado), los cuales se fijan en la suma pactada y líquida de diez por ciento (10%) de la suma Principal original.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

7. NOTIFICACIÓN

A menos que la ley aplicable requiera otro método, cualquier aviso que se me deba dar bajo este Pagaré se hará entregándome o enviándome por correo de primera clase, a la dirección de la Propiedad arriba indicada o a una dirección diferente, si le notifico por escrito una dirección diferente al Tenedor del Pagaré.

Cualquier notificación que deba dar al Tenedor del Pagaré, lo haré entregándola o enviándola por correo de primera clase a la dirección indicada en la Sección Tres (a) [3(a)], o a una dirección distinta que me haya notificado el Tenedor del Pagaré.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

8. OBLIGACIONES DE LAS PERSONAS BAJO ESTE PAGARÉ

Si más de una persona firma este Pagaré, cada persona queda plenamente y personalmente obligada a cumplir todas las obligaciones contenidas en este Pagaré, incluyendo la promesa de pagar la suma total adeudada. Cualquier persona que sea garantizadora, fiadora, o endosante de este Pagaré también queda obligada de esa manera. Cualquier persona que asuma estas obligaciones, incluyendo las obligaciones de un garantizador, fiador, o endosante de este Pagaré, quedará también obligada a cumplir todas las obligaciones contenidas en este Pagaré. El Tenedor del Pagaré podrá hacer valer sus derechos bajo este Pagaré contra cada persona individualmente, o contra todos nosotros conjuntamente. Esto significa que cualquiera de nosotros podrá ser requerido a pagar todas las sumas adeudadas bajo este Pagaré.

9. **WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons obligated to pay the Note that amounts due have not been paid.

9. **RENUNCIAS**

Yo y toda otra persona obligada bajo este Pagaré renunciaremos a la Presentación y al Aviso de Incumplimiento. "Presentación" significa el derecho a requerir que el Tenedor del Pagaré reclame pago de sumas vencidas. "Aviso de Incumplimiento" significa el derecho a requerir que el Tenedor del Pagaré notifique a otras personas obligadas a pagar el Pagaré, que no se han pagado las sumas adeudadas.

10. **UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

10. **PAGARÉ GARANTIZADO UNIFORME**

Este Pagaré es un instrumento uniforme con algunas alteraciones en algunas jurisdicciones. Además de las protecciones dadas al Tenedor del Pagaré bajo este Pagaré, una Hipoteca, Escritura de Fideicomiso, o Escritura de Garantía Colateral (la "Hipoteca"), de esta misma fecha, protege al Tenedor del Pagaré de posibles pérdidas que puedan resultar si no cumpla con las promesas que hago en este Pagaré. Esa Hipoteca describe cómo y bajo qué condiciones puedo ser requerido a pagar inmediatamente el total de todas las sumas que adeude bajo este Pagaré. Algunas de esas condiciones se describen a continuación:

Traspaso de la Propiedad o de un Interés Beneficiario del Deudor. Según se utiliza en esta Sección 18, "Interés en la Propiedad" significa todo interés propietario o beneficiario en la Propiedad, incluyendo, pero sin limitarse a, aquellos intereses beneficiarios transferidos como pacto condicional de traspaso, contrato para venta, contrato de venta a plazos o acuerdo de plica, cuya intención sea el traspaso de título por el Deudor a un comprador en fecha futura.

Si sin el previo consentimiento del Prestador se vende o traspasa toda o cualquier parte de la Propiedad, o cualquier Interés en la Propiedad (o en caso que el Deudor no sea una persona natural se vende o traspasa un interés propietario en el Deudor), entonces el Prestador podrá requerir el pago completo e inmediato de todas las cantidades aseguradas por esta Hipoteca. Sin embargo, el Prestador no ejercerá esta opción en caso que la Ley Aplicable la prohíba.

Si el Prestador ejerce esta opción, le dará aviso al Deudor de la aceleración del vencimiento. Conforme a la Sección 15, el aviso proveerá un período no menor de treinta (30) días a partir de su fecha, dentro del cual el Deudor vendrá obligado a pagar todas las cantidades aseguradas por esta Hipoteca. Si el Deudor dejare de pagar estas cantidades antes del vencimiento de este período, el Prestador podrá invocar cualquier remedio permitido por esta Hipoteca, sin más aviso o requerimiento al Deudor.

11. **SECURITY INSTRUMENT**

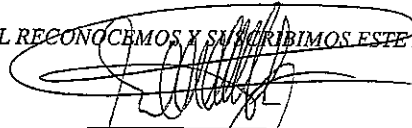
Payment of the indebtedness evidenced by this Note is secured by a Security Instrument dated on even date herewith, constituted by deed number 498 of the undersigned Notary Public.

11. **HIPOTECA**

El pago de la deuda evidenciada por este Pagaré está garantizado por una Hipoteca de esta misma fecha, constituida mediante la escritura número 498 del Notario Público infrascrito.

IN WITNESS THEREOF, WE HEREBY ACKNOWLEDGE AND SIGN THIS PROMISSORY NOTE.

EN TESTIMONIO DE LO CUAL RECONOCEMOS Y SUSCRIBIMOS ESTE PAGARÉ.



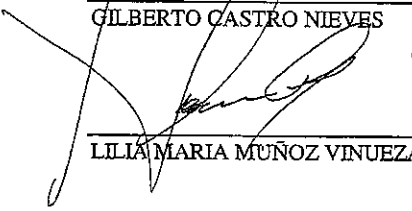
GILBERTO CASTRO NIEVES

(Signature)

(Firma)

Borrower

Deudor



LILIA MARIA MUÑOZ VINUEZA

(Signature)

(Firma)

Borrower

Deudor


(Sign Original Only)

(Fírmese el Original Solamente)

AFFIDAVIT NO.: 4,741

Subscribed before me by GILBERTO CASTRO NIEVES, and his wife LILIA MARIA MUÑOZ VINUEZA, both of legal age, property owners and residents of San Juan, Puerto Rico, identified by their respective driver's licenses number 0399742 and number 4934319. In Ponce, Puerto Rico, - this 23th day of October, 2006.-----




NOTARY PUBLIC

PAY TO THE ORDER OF



WITHOUT RECOURSE
POPULAR MORTGAGE, INC.

ESTUDIO DE TITULO

CASO: GILBERTO CASTRO NIEVES #23456

RE: MARTINEZ & TORRES LAW OFFICES

FINCA : Numero 27269, inscrita al folio 1 del tomo 1173 de PONCE; SECCION II de PONCE.

DESCRIPCION:

PROPIEDAD HORIZONTAL: Montemar Apartments, situado en la carretera #2 kilómetro 255.2 en el barrio Canas del término municipal de Ponce, Puerto Rico, apartamento #446, localizado en el Edificio 1545, piso 4. Consta de un área superficial de 734.70 pies cuadrados, equivalentes a 68.25 metros cuadrados. Colinda por el Norte, con pared exterior, por el Sur, con pared hacia el exterior, puerta de acceso a apartamento y escalera, por el Este, con pared exterior y por el Oeste, con apartamento #445 y escalera. Esta propiedad está formada por sala, comedor, cocina, 3 dormitorios con closets, baño y área de lavandería. Le corresponde un estacionamiento doble identificados con los #361 y #362 y una participación de 0.4800% en los elementos comunes.

TRACTO REGISTRAL:

Se separa de la finca #23,983 inscrita al folio 156 del tomo 1073 de Ponce.

DOMINIO:

La finca consta inscrita a favor de GILBERTO CASTRO NIEVES y esposa LILIA MARIA MUÑOZ VINUEZA, quienes adquieren por compra a Mango, S.E., por el precio de \$70,000.00, según consta de la escritura #154, otorgada en Ponce, el día 23 de octubre de 2006, ante el notario Carlos Fernández Nadal, inscrita al folio 1 del tomo 1173 de Ponce inscripción 1era.

GRAVAMENES:

Afecta por su procedencia a servidumbres a favor de:

- A. Autoridad de Acueductos y Alcantarillados
- B. Autoridad de Fuentes Fluviales
- C. Estado Libre Asociado de Puerto Rico
- D. Elementos comunes limitados y Comunes generales y Reglamento
- E. (2) Estado Libre Asociado traspasada a la Autoridad de Fuentes Fluviales


Afecta por si a:

HIPOTECA: A favor de Popular Mortgage Inc., por la suma de \$70,000.00, intereses al 7.50% anual, vencidero 1 de noviembre de 2036, según consta de la escritura #498, otorgada en Ponce, el día 23 de octubre de 2006, ante el notario Alys M. Collazo Bougeois, inscrita al folio 1 del tomo 1173 de Ponce, inscripción 2da. y última.

DEBIDO AL SISTEMA DE BITACORA ELECTRONICA UTILIZADO EN ESTA SECCION, NO PODEMOS PRECISAR QUE EXISTA ALGUN DOCUMENTO ADICIONAL RELACIONADO CON ESTA FINCA.

REVISADOS: Registro de Embargos, Sentencias, Contribuciones Federales y Bitácora: a 4 de marzo de 2009.

vdg/MV


William Negrón Quiñones
Investigador de Titulo

Department of Defense Manpower Data Center

Jun-16-2010 09:11:00



Military Status Report
Pursuant to the Service Members Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
CASTRO NIEVES	GILBERTO	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was

within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:VGOOG55HT3

Department of Defense Manpower Data Center

Jun-16-2010 09:11:49



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
MUNOZ VINUEZA	LILIA M.	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

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Department of Defense - Manpower Data Center
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Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

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Report ID:6RJQPVI394